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UNITED STATES OF AMERICA
9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 GURCHARAN SINGH,

16 Defendant.

No. 8:22-cr-00075-JWH

PLEA AGREEMENT FOR DEFENDANT
GURCHARAN SINGH

17
18 1. This constitutes the plea agreement between GURCHARAN SINGH
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California ("the USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the
28 Court, appear and plead guilty to an information charging defendant

1 with two counts of making a false statement in a tax return, in
2 violation of 26 U.S.C. § 7206(1).

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime or any act constituting
10 obstruction of justice; however, offenses that would be excluded for
11 sentencing purposes under United States Sentencing Guidelines
12 ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the
13 scope of this agreement.

14 f. Pay the applicable special assessments at or before
15 the time of sentencing unless defendant has demonstrated a lack of
16 ability to pay such assessments.

17 g. Make restitution to the United States (Internal
18 Revenue Service):

19 i. Restitution is due and payable immediately after
20 the judgment is entered and is subject to immediate enforcement, in
21 full, by the United States. If the Court imposes a schedule of
22 payments, defendant agrees that the schedule of payments is a
23 schedule of the minimum payment due, and that the payment schedule
24 does not prohibit or limit the methods by which the United States may
25 immediately enforce the judgment in full. The IRS will use the
26 amount of restitution ordered as the basis for a civil assessment
27 under 26 U.S.C. § 6201(a)(4). Defendant does not have the right to
28 challenge the amount of this restitution-based assessment. See 26

1 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution
2 payment schedule nor defendant's timely payment of restitution
3 according to that schedule will preclude the IRS from immediately
4 collecting the full amount of the restitution-based assessment.

5 ii. Defendant agrees to send all payments made
6 pursuant to the Court's restitution order to the following address:
7 Clerk, United States District Court, Fiscal Department, 255 East
8 Temple Street, Room 1178, Los Angeles, California 90012.

9 iii. With each payment to the Clerk of the Court made
10 pursuant to the District Court's restitution order, defendant will
11 provide the following information: (1) Defendant's name and Social
12 Security number; (2) The District Court and the docket number
13 assigned to this case; (3) Tax year(s) or period(s) for which
14 restitution has been ordered; and (4) A statement that the payment is
15 being submitted pursuant to the District Court's restitution order.
16 Defendant agrees to include a request that the Clerk of the Court
17 send the information, along with Defendant's payments, to the IRS
18 address below: IRS - RACS Attn: Mail Stop 6261, Restitution 333 W.
19 Pershing Ave. Kansas City, MO 64108.

20 iv. Defendant also agrees to send a notice of any
21 payments made pursuant to this agreement, including the information
22 listed in the previous paragraph, to the IRS at the following
23 address: - 27 - IRS - RACS Attn: Mail Stop 6261, Restitution 333 W.
24 Pershing Ave. Kansas City, MO 64108.

25 h. Defendant admits that defendant received a total of
26 \$6,352,795 in unreported income for 2017 and 2018. Defendant agrees
27 that:

1 i. Defendant will file, prior to the time of
2 sentencing, amended returns for the years subject to the above
3 admissions, correctly reporting the \$6,352,795 in unreported income;
4 will, if requested to do so by the Internal Revenue Service, provide
5 the Internal Revenue Service with information regarding the years
6 covered by the returns; will pay to the Fiscal Clerk of the Court at
7 or before sentencing all additional taxes and all penalties and
8 interest assessed by the Internal Revenue Service on the basis of the
9 returns; and will promptly pay to the Fiscal Clerk of the Court all
10 additional taxes and all penalties and interest thereafter determined
11 by the Internal Revenue Service to be owing as a result of any
12 computational error(s).

13 ii. Nothing in this agreement forecloses or limits
14 the ability of the Internal Revenue Service to examine and make
15 adjustments to defendant's returns after they are filed.

16 iii. Defendant will not, after filing the returns,
17 file any claim for refund of taxes, penalties, or interest for
18 amounts attributable to the returns filed in connection with this
19 plea agreement.

20 iv. Defendant is liable for the fraud penalty imposed
21 by the Internal Revenue Code, 26 U.S.C. § 6663, on the understatement
22 of tax liability for 2017 and 2018.

23 v. Defendant gives up any and all objections that
24 could be asserted to the Examination Division of the Internal Revenue
25 Service receiving materials or information obtained during the
26 criminal investigation of this matter, including materials and
27 information obtained through grand jury subpoenas.
28

1 vi. Defendant will sign closing agreements with the
2 Internal Revenue Service contemporaneously with the signing of this
3 plea agreement, permitting the Internal Revenue Service to assess and
4 collect the total sum of \$2,569,636 for the defendant's tax years
5 2017 and 2018, which comprises the tax liabilities, as well as assess
6 and collect the civil fraud penalties for defendant's tax years 2017
7 and 2018 and statutory interest, on the tax liabilities, as provided
8 by law.

9 i. Be truthful at all times with the United States
10 Probation and Pretrial Services Office and the Court.

11 3. Defendant further agrees to cooperate fully with the USAO,
12 the United States Attorney's Office for the District of Utah, the
13 Internal Revenue Service Criminal Investigation Division, the United
14 States Department of Justice Tax Division and Money Laundering and
15 Asset Recovery Section, the Federal Bureau of Investigation, and, as
16 directed by the USAO, any other federal, state, local, or foreign
17 prosecuting, enforcement, administrative, or regulatory authority.
18 This cooperation requires defendant to:

19 a. Respond truthfully and completely to all questions
20 that may be put to defendant, whether in interviews, before a grand
21 jury, or at any trial or other court proceeding.

22 b. Attend all meetings, grand jury sessions, trials or
23 other proceedings at which defendant's presence is requested by the
24 USAO or compelled by subpoena or court order.

25 c. Produce voluntarily all documents, records, or other
26 tangible evidence relating to matters about which the USAO, or its
27 designee, inquires.

1 4. For purposes of this agreement: (1) "Cooperation
2 Information" shall mean any statements made, or documents, records,
3 tangible evidence, or other information provided, by defendant
4 pursuant to defendant's cooperation under this agreement; and
5 (2) "Plea Information" shall mean any statements made by defendant,
6 under oath, at the guilty plea hearing and the agreed to factual
7 basis statement in this agreement.

8 THE USAO'S OBLIGATIONS

9 5. The USAO agrees to:

10 a. Not contest facts agreed to in this agreement.

11 b. Abide by all agreements regarding sentencing contained
12 in this agreement.

13 c. At the time of sentencing, provided that defendant
14 demonstrates an acceptance of responsibility for the offenses up to
15 and including the time of sentencing, recommend a two-level reduction
16 in the applicable Sentencing Guidelines offense level, pursuant to
17 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
18 additional one-level reduction if available under that section.

19 d. Recommend that defendant be sentenced to a term of
20 imprisonment no higher than the low end of the applicable Sentencing
21 Guidelines range, provided that the offense level used by the Court
22 is 19 or higher, and provided that the Court does not depart downward
23 in offense level or in criminal history category. For purposes of
24 this agreement, the low end of the Sentencing Guidelines range is
25 that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,
26 without regard to reductions in the term of imprisonment that may be
27 permissible through the substitution of community confinement or home
28

1 detention as a result of the offense level falling within Zone B or
2 Zone C of the Sentencing Table.

3 6. The USAO further agrees:

4 a. Not to offer as evidence in its case-in-chief in the
5 above-captioned case or any other criminal prosecution that may be
6 brought against defendant by the USAO, or in connection with any
7 sentencing proceeding in any criminal case that may be brought
8 against defendant by the USAO, any Cooperation Information.

9 Defendant agrees, however, that the USAO may use both Cooperation
10 Information and Plea Information: (1) to obtain and pursue leads to
11 other evidence, which evidence may be used for any purpose, including
12 any criminal prosecution of defendant; (2) to cross-examine defendant
13 should defendant testify, or to rebut any evidence offered, or
14 argument or representation made, by defendant, defendant's counsel,
15 or a witness called by defendant in any trial, sentencing hearing, or
16 other court proceeding; and (3) in any criminal prosecution of
17 defendant for false statement, obstruction of justice, or perjury.

18 b. Not to use Cooperation Information against defendant
19 at sentencing for the purpose of determining the applicable guideline
20 range, including the appropriateness of an upward departure, or the
21 sentence to be imposed, and to recommend to the Court that
22 Cooperation Information not be used in determining the applicable
23 guideline range or the sentence to be imposed. Defendant
24 understands, however, that Cooperation Information will be disclosed
25 to the United States Probation and Pretrial Services Office and the
26 Court, and that the Court may use Cooperation Information for the
27 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
28 sentence to be imposed.

1 c. In connection with defendant's sentencing, to bring to
2 the Court's attention the nature and extent of defendant's
3 cooperation.

4 d. If the USAO determines, in its exclusive judgment,
5 that defendant has both complied with defendant's obligations under
6 paragraphs 2 and 3 above and provided substantial assistance to law
7 enforcement in the prosecution or investigation of another
8 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
9 § 5K1.1 to fix an offense level and corresponding guideline range
10 below that otherwise dictated by the sentencing guidelines, and to
11 recommend a term of imprisonment within this reduced range.

12 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

13 7. Defendant understands the following:

14 a. Any knowingly false or misleading statement by
15 defendant will subject defendant to prosecution for false statement,
16 obstruction of justice, and perjury and will constitute a breach by
17 defendant of this agreement.

18 b. Nothing in this agreement requires the USAO or any
19 other prosecuting, enforcement, administrative, or regulatory
20 authority to accept any cooperation or assistance that defendant may
21 offer, or to use it in any particular way.

22 c. Defendant cannot withdraw defendant's guilty pleas if
23 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
24 reduced guideline range or if the USAO makes such a motion and the
25 Court does not grant it or if the Court grants such a USAO motion but
26 elects to sentence above the reduced range.

27 d. At this time the USAO makes no agreement or
28 representation as to whether any cooperation that defendant has

1 provided or intends to provide constitutes or will constitute
2 substantial assistance. The decision whether defendant has provided
3 substantial assistance will rest solely within the exclusive judgment
4 of the USAO.

5 e. The USAO's determination whether defendant has
6 provided substantial assistance will not depend in any way on whether
7 the government prevails at any trial or court hearing in which
8 defendant testifies or in which the government otherwise presents
9 information resulting from defendant's cooperation.

10 NATURE OF THE OFFENSES

11 8. Defendant understands that for defendant to be guilty of
12 making a false statement in a tax return in violation of Title 26,
13 United States Code, Section 7206(1), the following must be true: (1)
14 defendant made and signed a tax return that he knew contained false
15 information as to a material matter; (2) the return contained a
16 written declaration that it was being signed subject to the penalties
17 of perjury; and (3) in filing the false tax return, defendant acted
18 willfully.

19 PENALTIES AND RESTITUTION

20 9. Defendant understands that the statutory maximum sentence
21 that the Court can impose for a violation of Title 26, United States
22 Code, Section 7206(1) is: 3 years of imprisonment; a fine of \$250,000
23 or twice the gross gain or gross loss resulting from the offense,
24 whichever is greatest; a 3-year period of supervised release; a
25 mandatory special assessment of \$100; and a mandatory order of
26 restitution to the United States.

27 10. Defendant understands, therefore, that the total maximum
28 sentence for all offenses to which defendant is pleading guilty is:

1 6 years of imprisonment; a 3-year period of supervised release; a
2 fine of \$500,000 or twice the gross gain or gross loss resulting from
3 the offenses, whichever is greatest; and a mandatory special
4 assessment of \$200.

5 11. Defendant understands that supervised release is a period
6 of time following imprisonment during which defendant will be subject
7 to various restrictions and requirements. Defendant understands that
8 if defendant violates one or more of the conditions of any supervised
9 release imposed, defendant may be returned to prison for all or part
10 of the term of supervised release authorized by statute for the
11 offense that resulted in the term of supervised release, which could
12 result in defendant serving a total term of imprisonment greater than
13 the statutory maximum stated above.

14 12. Defendant understands that the Court may order defendant to
15 pay restitution as a condition of supervised release or probation to
16 the United States (Internal Revenue Service) in the form of any
17 additional taxes, interest, and penalties that defendant owes to the
18 United States as provided above.

19 13. Defendant agrees that the amount of restitution in this
20 case, which defendant agrees that the Court may order him to pay to
21 the United States (Internal Revenue Service), is \$2,569,636.

22 14. Defendant will not seek the discharge of any restitution
23 obligation, in whole or in part, in any present or future bankruptcy
24 proceeding. Defendant further understands that if the Court orders
25 the defendant to pay restitution to the IRS for tax losses, either
26 directly as a part of the sentence or as a condition of supervised
27 release, the IRS has the statutory right (26 USC § 6201(a)(4)) to use
28 such restitution order as the basis for a civil assessment and the

1 defendant does not have the right to challenge such civil assessment
2 or civil collection of such assessment by the IRS.

3 15. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.
7 Defendant understands that he is pleading guilty to a felony and that
8 it is a federal crime for a convicted felon to possess a firearm or
9 ammunition. Defendant understands that the convictions in this case
10 may also subject defendant to various other collateral consequences,
11 including but not limited to revocation of probation, parole, or
12 supervised release in another case and suspension or revocation of a
13 professional license. Defendant understands that unanticipated
14 collateral consequences will not serve as grounds to withdraw
15 defendant's guilty pleas.

16 16. Defendant understands that, if defendant is not a United
17 States citizen, the felony convictions in this case may subject
18 defendant to: removal, also known as deportation, which may, under
19 some circumstances, be mandatory; denial of citizenship; and denial
20 of admission to the United States in the future. The Court cannot,
21 and defendant's attorney also may not be able to, advise defendant
22 fully regarding the immigration consequences of the felony
23 convictions in this case. Defendant understands that unexpected
24 immigration consequences will not serve as grounds to withdraw
25 defendant's guilty pleas.

26 FACTUAL BASIS

27 17. Defendant admits that defendant is, in fact, guilty of the
28 offenses to which defendant is agreeing to plead guilty. Defendant

1 and the USAO agree to the statement of facts provided below and agree
2 that this statement of facts is sufficient to support pleas of guilty
3 to the charges described in this agreement and to establish the
4 Sentencing Guidelines factors set forth in paragraph 19 below but is
5 not meant to be a complete recitation of all facts relevant to the
6 underlying criminal conduct or all facts known to either party that
7 relate to that conduct.

8 For the tax year 2017, defendant subscribed to a false tax
9 return by failing to report \$3,856,456 in income that he had
10 received, resulting in defendant failing to pay a total of \$1,612,534
11 in taxes due and owing.

12 Specifically, on or about September 7, 2018, in Orange County,
13 within the Central District of California, defendant signed a U.S.
14 Individual Income Tax Return ("Form 1040") for the calendar year
15 2017, which was verified under penalty of perjury to be true and
16 correct, and defendant then caused that tax return to be
17 electronically filed with the IRS. In this return, defendant stated
18 on Line 22 that his total income was \$44,865.

19 Defendant willfully and intentionally omitted that in the 2017
20 calendar year, he received income from Globus Relief Fund, which
21 income was deposited to a bank account in the name of Mickle Group
22 Ltd. that defendant controlled, in the amount of \$3,856,456.
23 Accordingly, when defendant signed his 2017 tax return, defendant
24 knew it contained false information as to a material matter, as
25 defendant under-reported his income from 2017 by \$3,856,456,
26 resulting in \$1,612,534 in additional taxes due and owing.

27 For the tax year 2018, defendant subscribed to a false tax
28 return by failing to report \$2,496,339 in income that he had

1 received, resulting in defendant failing to pay a total of \$957,102
2 in taxes due and owing.

3 Specifically, on or about October 14, 2019, in Orange County,
4 within the Central District of California, defendant signed a Form
5 1040 for the calendar year 2018, which was verified under penalty of
6 perjury to be true and correct, and defendant then caused that tax
7 return to be electronically filed with the IRS. In this return,
8 defendant stated on Line 6 that his total income was \$59,856.

9 Defendant willfully and intentionally omitted that in the 2018
10 calendar year, he received income from Globus Relief Fund, which
11 income was deposited to a bank account in the name of Mickle Group
12 Ltd. that defendant controlled, in the amount of \$2,496,339.
13 Accordingly, when defendant signed his 2018 tax return, defendant
14 knew it contained false information as to a material matter, as
15 defendant under-reported his income from 2018 by \$2,496,339,
16 resulting in \$957,102 in additional taxes due and owing.

17 In total, for the tax years 2017 and 2018, defendant under-
18 reported his income by \$6,352,795, resulting in \$2,569,636 in
19 additional taxes due and owing.

20 SENTENCING FACTORS

21 18. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable Sentencing
23 Guidelines range and to consider that range, possible departures
24 under the Sentencing Guidelines, and the other sentencing factors set
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the
26 Sentencing Guidelines are advisory only, that defendant cannot have
27 any expectation of receiving a sentence within the calculated
28 Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will
2 be free to exercise its discretion to impose any sentence it finds
3 appropriate up to the maximum set by statute for the crimes of
4 conviction.

5 19. Defendant and the USAO agree to the following applicable
6 Sentencing Guidelines factors:

7 Base Offense Level: 22 [U.S.S.G. §§ 2T1.1(a)(1), 2T4.1(I)]
8 Defendant and the USAO reserve the right to argue that additional
9 specific offense characteristics, adjustments, and departures under
10 the Sentencing Guidelines are appropriate.

11 20. Defendant understands that there is no agreement as to
12 defendant's criminal history or criminal history category.

13 21. Defendant and the USAO reserve the right to argue for a
14 sentence outside the sentencing range established by the Sentencing
15 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
16 (a)(2), (a)(3), (a)(6), and (a)(7).

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 22. Defendant understands that by pleading guilty, defendant
19 gives up the following rights:

- 20 a. The right to persist in a plea of not guilty.
21 b. The right to a speedy and public trial by jury.
22 c. The right to be represented by counsel - and if
23 necessary have the Court appoint counsel - at trial. Defendant
24 understands, however, that, defendant retains the right to be
25 represented by counsel - and if necessary have the Court appoint
26 counsel - at every other stage of the proceeding.
27
28

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 23. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's convictions on the offenses to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statute to which defendant
22 is pleading guilty is unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's pleas of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 24. Defendant gives up the right to appeal all of the
27 following: (a) the procedures and calculations used to determine and
28 impose any portion of the sentence; (b) the term of imprisonment

1 imposed by the Court, provided it is no more than the high end of the
2 Sentencing Guidelines range calculated by the Court; (c) the fine
3 imposed by the Court, provided it is within the statutory maximum;
4 (d) to the extent permitted by law, the constitutionality or legality
5 of defendant's sentence, provided it is within the statutory maximum;
6 (e) the amount and terms of any restitution order, provided it
7 requires payment of no more than \$2,569,636; (f) the term of
8 probation or supervised release imposed by the Court, provided it is
9 within the statutory maximum; and (g) any of the following conditions
10 of probation or supervised release imposed by the Court: the
11 conditions set forth in Second Amended General Order 20-04 of this
12 Court; the drug testing conditions mandated by 18 U.S.C. §§
13 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
14 authorized by 18 U.S.C. § 3563(b)(7).

15 25. Defendant also gives up any right to bring a post-
16 conviction collateral attack on the convictions or sentence,
17 including any order of restitution, except a post-conviction
18 collateral attack based on a claim of ineffective assistance of
19 counsel or an explicitly retroactive change in the applicable
20 Sentencing Guidelines, sentencing statutes, or statutes of
21 conviction. Defendant understands that this waiver includes, but is
22 not limited to, arguments that the statute to which defendant is
23 pleading guilty is unconstitutional, that newly discovered evidence
24 purportedly supports defendant's innocence, and any and all claims
25 that the statement of facts provided herein is insufficient to
26 support defendant's plea of guilty.

1 26. The USAO agrees that, provided (a) all portions of the
2 sentence are at or below the statutory maximum specified above, the
3 USAO gives up its right to appeal any portion of the sentence.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 27. Defendant agrees that if, after entering guilty pleas
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty pleas on any basis other than a
8 claim and finding that entry into this plea agreement was
9 involuntary, then (a) the USAO will be relieved of all of its
10 obligations under this agreement, including in particular its
11 obligations regarding the use of Cooperation Information; and (b) in
12 any investigation, criminal prosecution, or civil, administrative, or
13 regulatory action, defendant agrees that any Cooperation Information
14 and any evidence derived from any Cooperation Information shall be
15 admissible against defendant, and defendant will not assert, and
16 hereby waives and gives up, any claim under the United States
17 Constitution, any statute, or any federal rule, that any Cooperation
18 Information or any evidence derived from any Cooperation Information
19 should be suppressed or is inadmissible.

20 EFFECTIVE DATE OF AGREEMENT

21 28. This agreement is effective upon signature and execution of
22 all required certifications by defendant, defendant's counsel, and an
23 Assistant United States Attorney. Defendant understands that this
24 agreement is contingent upon the approval of the Tax Division of the
25 United States Department of Justice, and that an Assistant United
26 States Attorney may not sign it unless and until such approval is
27 granted.

BREACH OF AGREEMENT

29. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. For example, if defendant knowingly, in an interview, before a grand jury, or at trial, falsely accuses another person of criminal conduct or falsely minimizes defendant's own role, or the role of another, in criminal conduct, defendant will have breached this agreement. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then:

a. If defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas.

b. The USAO will be relieved of all its obligations under this agreement; in particular, the USAO: (i) will no longer be bound by any agreements concerning sentencing and will be free to seek any sentence up to the statutory maximum for the crimes to which defendant has pleaded guilty; and (ii) will no longer be bound by any agreement regarding the use of Cooperation Information and will be free to use any Cooperation Information in any way in any investigation, criminal prosecution, or civil, administrative, or regulatory action.

1 c. The USAO will be free to criminally prosecute
2 defendant for false statement, obstruction of justice, and perjury
3 based on any knowingly false or misleading statement by defendant.

4 d. In any investigation, criminal prosecution, or civil,
5 administrative, or regulatory action: (i) defendant will not assert,
6 and hereby waives and gives up, any claim that any Cooperation
7 Information was obtained in violation of the Fifth Amendment
8 privilege against compelled self-incrimination; and (ii) defendant
9 agrees that any Cooperation Information and any Plea Information, as
10 well as any evidence derived from any Cooperation Information or any
11 Plea Information, shall be admissible against defendant, and
12 defendant will not assert, and hereby waives and gives up, any claim
13 under the United States Constitution, any statute, Rule 410 of the
14 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
15 Criminal Procedure, or any other federal rule, that any Cooperation
16 Information, any Plea Information, or any evidence derived from any
17 Cooperation Information or any Plea Information should be suppressed
18 or is inadmissible.

19 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

20 OFFICE NOT PARTIES

21 30. Defendant understands that the Court and the United States
22 Probation and Pretrial Services Office are not parties to this
23 agreement and need not accept any of the USAO's sentencing
24 recommendations or the parties' agreements to facts or sentencing
25 factors.

26 31. Defendant understands that both defendant and the USAO are
27 free to: (a) supplement the facts by supplying relevant information
28 to the United States Probation and Pretrial Services Office and the

1 Court, (b) correct any and all factual misstatements relating to the
2 Court's Sentencing Guidelines calculations and determination of
3 sentence, and (c) argue on appeal and collateral review that the
4 Court's Sentencing Guidelines calculations and the sentence it
5 chooses to impose are not error, although each party agrees to
6 maintain its view that the calculations in paragraph 19 are
7 consistent with the facts of this case. While this paragraph permits
8 both the USAO and defendant to submit full and complete factual
9 information to the United States Probation and Pretrial Services
10 Office and the Court, even if that factual information may be viewed
11 as inconsistent with the facts agreed to in this agreement, this
12 paragraph does not affect defendant's and the USAO's obligations not
13 to contest the facts agreed to in this agreement.

14 32. Defendant understands that even if the Court ignores any
15 sentencing recommendation, finds facts or reaches conclusions
16 different from those agreed to, and/or imposes any sentence up to the
17 maximum established by statute, defendant cannot, for that reason,
18 withdraw defendant's guilty pleas, and defendant will remain bound to
19 fulfill all defendant's obligations under this agreement. Defendant
20 understands that no one -- not the prosecutor, defendant's attorney,
21 or the Court -- can make a binding prediction or promise regarding
22 the sentence defendant will receive, except that it will be within
23 the statutory maximum.

24 NO ADDITIONAL AGREEMENTS

25 33. Defendant understands that, except as set forth herein,
26 there are no promises, understandings, or agreements between the USAO
27 and defendant or defendant's attorney, and that no additional
28

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 34. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

10 TRACY L. WILKISON
11 United States Attorney

12 Benjamin Lichtman
13 BENJAMIN D. LICHTMAN
Assistant United States Attorney

5/25/22

Date

14 Gurcharan Singh
15 GURCHARAN SINGH
Defendant.

05/25/22

Date

16 Lisa Rasmussen
17 LISA RASMUSSEN
Attorney for Defendant
18 GURCHARAN SINGH

05/24/22

Date

CERTIFICATION OF DEFENDANT

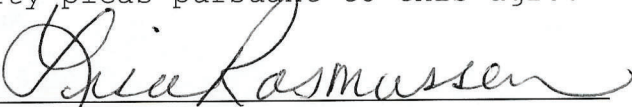
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2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charges and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

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20 Gurcharan Singh
GURCHARAN SINGH
21 Defendant
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05/25/22
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am GURCHARAN SINGH's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.


LISA RASMUSSEN
Attorney for Defendant
GURCHARAN SINGH

5/24/22
Date